

DUO COUNTY TELEPHONE CO-OP

July 2, 2003

RECEIVED

JUL 07 2003

PUBLIC SERVICE
COMMISSION

Mr. Thomas Dorman, Executive Director
Kentucky Public Service Commission
P. O. Box 615
Frankfort, KY 40602

RE: Interconnection Agreement between Duo County Telephone Cooperative
and Cumberland Cellular Partnership d/b/a Bluegrass Cellular, Inc.

I am enclosing the original and six (6) copies of the Interconnection Agreement between Cumberland Cellular Partnership d/b/a Bluegrass Cellular, Inc. and Duo County Telephone Cooperative. I would appreciate your returning a stamped filed copy to me for my records.

Please advise me if you need further information.

Sincerely,

Daryl L. Hammond (spe)

Daryl L. Hammond
Controller

DLH:spe
Enclosure

INTERCONNECTION AGREEMENT BETWEEN
CUMBERLAND CELLULAR PARTNERSHIP d/b/a BLUEGRASS CELLULAR, INC.
AND
DUO COUNTY TELEPHONE COOPERATIVE CORPORATION, INC.
FOR THE STATE OF
KENTUCKY

This Agreement (the "Agreement") is made by and between Cumberland Cellular Partnership d/b/a Bluegrass Cellular, Inc., ("Bluegrass"), and Duo County Telephone Cooperative Corporation, Inc. ("Duo County") (Bluegrass and Duo County hereinafter collectively referred to as the "Parties" and each individually as a "Party").

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bluegrass and Duo hereby covenant and agree as follows:

1. Pursuant to Section 252(i) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), this Agreement hereby incorporates by reference, in their entirety, the rates, terms and conditions of that certain Interconnection Agreement effective December 20, 2001 by and between Duo County and ACC of Kentucky LLC, and any and all existing amendments to said Interconnection Agreement as of the date of the execution of this Agreement, as approved by the Kentucky Public Service Commission (Duo County Telephone Cooperative Corporation, Inc. ("Duo County") Agreement/ACC of Kentucky, LLC) (attached hereto as Exhibit "A"), subject to the following:
 - a) All references in the Duo County/ACC of Kentucky, LLC Agreement to ACC of Kentucky are deemed to be references to Cumberland Cellular Partnership d/b/a Bluegrass Cellular, Inc.
 - b) All notices provided under this Agreement are to be provided to:
 - i) ATTN: President
Bluegrass Cellular, Inc.
2902 Ring Road
Elizabethtown, Kentucky 42702
 - ii) William W. Magruder.
General Manager
Duo County Telephone
2150 North Main Street
P. O. Box 80
Jamestown, Kentucky 42629

- c) This Agreement shall be deemed effective as of July 1, 2003("Effective Date");
 - d) The term of this Agreement for said state shall be for the period commencing with the Effective Date and Shall expire as set forth in the Effective Date, Terms and Termination in Section 8.0 of the Duo County/ACC of Kentucky Agreement; and
 - e) All rates provided under this Agreement will include any subsequent amendments executed by Duo County and ACC of Kentucky, as well as any rates based upon decisions of any federal or state court or commission having jurisdiction over this Agreement.
2. The Parties further agree that Duo County shall submit this Agreement to the Kentucky Public Service Commission for approval pursuant to Section 252(e) of the Act.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below.

For Cumberland Cellular Partnership
d/b/a Bluegrass Cellular, Inc.
("Bluegrass")

By: _____

Signature

Name: _____

Printed Name

Title: _____

Authorized Representative

Date: _____

6-30-03

For Duo County Telephone
Cooperative Corporation, Inc
("Duo County")

By: _____

Signature

Name: William W. Magruder

Printed Name

Title: Executive Vice President

Date: June 25, 2003